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BETWEEN:

- (1) **METROTECH SOLUTIONS LTD** a company registered in England and Wales under company number 8258868 and whose registered office is at St Georges House, Bolton. BL1 2DD ("**Metrotech**") and
- (2) The company named in the service order form attached at Schedule 5 ("**Customer**")

The Parties wish to enter into this Agreement pursuant to which the Customer will be able to order Internet Services and Metrotech has agreed to provide and maintain (and/or procure the provision and maintenance of) such Internet Services.

Metrotech's standard terms and conditions

Now it is hereby agreed that:

1. Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below, namely:

"**Act**" means the Telecommunications Act 1984 as amended by the Communications Act 2003;

"**Acceptable Use Policy**" means the acceptable use policy made available to the Customer and published by Metrotech from time to time and applicable to the use of the Internet Services the current policy of which is attached at Schedule 3;

"**Acceptance Test Schedule**" means a series of installation and testing procedures to be carried out by Metrotech on the Internet Services before the COA Certificate is issued and "**Acceptance Tests**" shall be construed accordingly;

"**Access Zone**" means the fibre or radio network connection between the Premises and/or the Site and the Metrotech Zone

"**Agreement**" means this Agreement, which comprises Metrotech's standard terms and conditions, the Service Level Agreement, the Miscellaneous Charges, the Acceptable Use Policy and the SOF;

"**Annual Rental**" means the annual charges payable by the Customer as set out in the SOF;

"**Charges**" means the Annual Rental and other charges payable to Metrotech pursuant to this Agreement and the SOF;

"**COA Certificate**" means the standard Metrotech installation Customer order acceptance completion certificate which when signed is conclusive proof that the Acceptance Tests have been successfully completed;

"**Connection**" means an electronic communication circuit or circuits to be supplied by Metrotech to an agreed Service Demarcation Point for the delivery of Internet Services pursuant to this Agreement. Such Connection shall be supplied as point to point only, or as part of an IP VPN or Ethernet VLAN depending on the Customer requirements identified in the SOF;

"**Connection Commencement Date**" means the date each individual Connection is available for use by the Customer and the relevant COA Certificate is issued;

"**Connection Ready for Service Date**" means the date upon which the individual Connection will be ready for service such date to be confirmed by in the COA Certificate;

"**Customer Data**" means the data processed by the Customer using the Internet Services;

"**Customer Premises Equipment**" means any apparatus, and any software embodied therein, on the Customer's side of the Metrotech network termination point at any relevant Site and/or the Premises which does not form part of the Equipment (but which may be connected to the Equipment) and is used by the Customer in conjunction with the Equipment in order to obtain or use the Internet Services;

"**Data Controller**" has the same meaning given to the term in the DPA;

"**Data Processor**" has the same meaning given to the term in the DPA;

"**Data Protection Legislation**" means the DPA, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy from time to time;

"**DPA**" means the Data Protection Act 1998;

"**Default Interest Rate**" means the statutory rate of interest in accordance with the Late Payment of Debt (Interest Charges) Act 1998;

"**Due Date**" means the due date for payment of an invoice pursuant to clause 13;

"**Emergency**" means any event or circumstance which results or could reasonably be expected to result in a risk of personal injury or death or material damage to property and, without prejudice to the generality of the foregoing, an event or circumstance defined as an Emergency in the Act;

"**Equipment**" means any communication apparatus (as defined in the Act) or other equipment to be installed by or on behalf of Metrotech pursuant to this Agreement from

time to time. Such equipment may include an appropriate switch and/or router to be supplied by Metrotech to the Customer if indicated as required on the SOF;

"**Force Majeure**" means a circumstance described in clause 16;

"**Group**" in relation to a body corporate, means the body corporate, any other body corporate which is its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company as defined in s1159 Companies Act 2006;

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"Installation Charge" means the charges payable on installation of the Connection by the Customer as set out in the SOF;

"Internet Services" means the communication services supplied to the Customer at an agreed bandwidth which will allow the Customer to pass Internet IP packets over the Connection to the Public Internet, together with any other communication service set out in the SOF;

"IP VPN" means a communications network running over a shared infrastructure which is used to supply Layer 3 IP connectivity between two or more Sites;

"Law" means the Act and any other law, statute or regulation, code of conduct (whether or not having the force of law), copyright or other third party rights, obligation in contract or any term of any licence to which Metrotech or the Customer is from time to time subject;

"Metrotech PoP" means a point of presence on the Metrotech System where Metrotech Equipment is sited, excluding the Premises and/or the Site;

"Metrotech System" means the System or systems operated by Metrotech;

"Metrotech Zone" means the national IP network that Metrotech operate in the United Kingdom.

"Miscellaneous Charges" means the miscellaneous charges set out in Schedule 2;

"Minimum Period" means the relevant duration of this Agreement to provide Internet Services to the Site as set out in the SOF. The Minimum Period shall be no less than 12 months from the Connection Commencement Date;

"Network Interface Device" is a network device that serves as the demarcation point between the Metrotech Zone and the Customer's internal network, which allows LAN connected computers to connect to outside networks across the Metrotech Zone.

"Order Acceptance Form" means a form sent by the Metrotech provisioning team which contains confirmation of Metrotech's acceptance of the SOF;

"Outage" means an event or action (not attributable to the act or omission of the Customer or arising at the request of the Customer), which prevents or restricts the passage of electronic communications signals across any Connection;

"Planned Outage" means an event or action that has been planned when network maintenance or upgrades may be required by Metrotech from time to time.

"Parties" means the Customer and Metrotech;

"Premises" means the building or buildings where Equipment is located, and whether or not occupied by the Customer;

"Public Internet Zone" means that portion of the Public Internet that lies beyond the Metrotech core Internet routers

"RFQ" means a request for quotation submitted by the Customer to Metrotech;

"Self Certification Notice" means a notice issued by Metrotech which when signed by Metrotech is conclusive proof of satisfactory installation of the Equipment;

"Service Fee" means such sum calculated with reference to Metrotech's current charging rate and in accordance with clause 9.7 as shall be charged to the Customer in the event of maintenance services provided consequent on an event or events specified in sub-clause 9.6.1; 9.6.2; 9.6.3; which necessitates a callout by a Metrotech engineer;

"Service Level Agreement" means Metrotech's standard Service Level Agreement from time to time attached as Schedule 1;

"Service Demarcation Point" means an agreed interface on a piece of Equipment prescribed by Metrotech in a location agreed with the Customer whose purpose is handing over Internet Services from its own network to the Customer's network.

"Site" means the location where a Connection provided under this Agreement starts or terminates as set out as the A End Address and B End Address on the SOF. Where the Customer contracts for the supply of an IP VPN, the term Site shall also include references to all Sites specified on the SOF;

"SOF" means the service order form containing the details of the Internet Services and Connection to be supplied to the Customer which is annexed at Schedule 5, together with any additional SOF submitted by the Customer and accepted by Metrotech;

"Site Occupier" means the owner and/or landlord of a Site;

"Site Wayleave" means a wayleave agreement to be executed by Metrotech and the Customer and/or the Site Occupier in respect of the relevant Premises and/or the Site, if necessary, for Metrotech to provide Internet Services under this Agreement;

"System" means an electronic communication system;

"Tail Circuit" means a Connection on an electronic communications network provided by a supplier (other than Metrotech) between a Metrotech PoP and the Premises and/or the Site over which Metrotech will supply Internet Services;

"Viruses" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses, harmful or malicious code, and other similar things or devices;

"Working Day" means any day excluding Saturdays, Sundays and the usual bank holidays in England.

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1.2 References herein to clauses are to clauses in this Agreement.

1.3 References in this Agreement to the “**Site Occupier**” shall (where applicable) include its respective successors (whether by operation of law or otherwise) and permitted assigns.

1.4 References in this Agreement to “**day**” shall be to a calendar day.

1.5 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended, consolidated, replaced or re-enacted.

1.6 In this Agreement unless the context otherwise requires:

1.6.1 Words in the singular include the plural and vice versa; and

1.6.2 Words importing any gender include all genders.

1.7 The headings are for convenience only and do not affect the interpretation of this Agreement.

1.8 References in this Agreement to a “**person**” shall include any person, partnership, firm, company, body corporate or corporation or organisation (as defined in the Companies Act 2006).

1.9 The words and phrases “**other**”, “**including**” and “**in particular**” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wide construction is possible.

2. Purpose of Agreement

Subject as set out in this Agreement:

2.1 In consideration of the payment of the Charges made by the Customer to Metrotech and the Customer’s compliance with the terms of this Agreement, Metrotech shall provide the Customer with the Internet Services and maintenance thereof as set out in this Agreement;

2.2 The Customer shall make the relevant payments to Metrotech, as set out in clauses 12 and 13, and the SOF and any subsequent SOF submitted by the Customer and accepted by Metrotech.

3. Consent to install the Equipment

3.1 The Customer hereby irrevocably gives permission to Metrotech and its employees, agents or contractors on reasonable notice at such reasonable times to: **(a)** Execute any works on the Premises and/or the relevant Site for, or in connection with, the installation, maintenance, adjustment, repair, alteration, moving, replacement, renewal or removal of the Equipment; **(b)** Keep and operate the Equipment installed on, under or over the Premises and/or the Site; **(c)** Enter the Premises and/or the Site to inspect any of the Equipment kept on, under or over the Premises and/or the Site or elsewhere for the purpose of providing the Internet Services.

3.2 Metrotech agrees with the Customer to cause as little disturbance, damage and inconvenience as reasonably possible when exercising any of its rights under this Agreement and to make good (to the reasonable satisfaction of the Customer) as soon as reasonably practicable any damage that Metrotech, its employees, agents or contractors may cause to the Premises and/or the Site.

3.3 The Customer agrees not to do or allow anything to be done to the Premises and/or the Site that may cause damage to, or interfere with, the Equipment or prevent reasonable access to it.

3.4 The Customer warrants that: **(a)** It is the current occupier of the Premises and/or the Site; **(b)** It is either the freeholder of the Premises and/or the Site or is a tenant of it under a lease or licence or other tenancy agreement expiring not before the expiry of the Minimum Period and any subsequent period agreed between the Parties; **(c)** It will not do or allow to be done at the Premises and/or the Site anything which might damage the Equipment in any way and that it will take all steps reasonably necessary to ensure that no one interferes with or tampers with the Equipment; **(d)** If the Customer wants to carry out works to refurbish, demolish or substantially reconstruct all or part of the Premises and/or the Site and requires the Equipment to be removed or relocated or altered it will give Metrotech as much notice of its proposed works as is reasonably practicable (and in any event no less than six calendar months’ prior written notice). Upon receipt of such notice the Parties shall agree to consult with each other in good faith and use all reasonable endeavours to find an alternative site or route for the Equipment as is reasonably acceptable to Metrotech and as are necessary to allow the Customer to carry out its refurbishment, demolition or reconstruction of the Premises and/or the Site.

3.5 The terms set out in clauses 3.1 to 3.4 (inclusive) shall remain in force and survive this Agreement for a period of 60 Working Days following cancellation or termination of this Agreement. Upon such cancellation or termination, the Customer shall give Metrotech or its sub-contractors or suppliers all reasonable access to the Premises and/or the Site to remove the Equipment.

3.6 The Customer shall procure and/or continue throughout the term of this Agreement all site related permissions and approvals necessary for Metrotech to deliver, install and maintain the Equipment for the provision of the Internet Services and Connection.

4. Ordering and Provision of Connection

4.1 If the Customer wishes to order Internet Services it may submit an RFQ to the Metrotech sales team at sales@metrotech-solutions.co.uk

4.2 If an RFQ is submitted to Metrotech pursuant to clause 4.1, Metrotech shall use all reasonable endeavours to respond in writing within 10 Working Days. At Metrotech’s sole discretion, a credit check may be conducted against the Customer and a guarantee and indemnity sought from one or more directors of the Customer.

4.3 If the Customer returns a duly completed SOF within 30 Working Days of receipt from Metrotech the following provisions will apply:

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4.3.1 Metrotech will send the Customer an Order Acceptance Form and where a Site Wayleave is required by the owner and/or the landlord of the Premises and/or the Site the Customer shall use its reasonable endeavours to procure that such parties (including the Customer where required) enter into a Site Wayleave;

4.3.2 On the grant of a Site Wayleave (if applicable) for the Premises and/or the Site and on execution of the Order Acceptance Form by Metrotech and Metrotech confirming receipt and acceptance to the Customer by email, the SOF will be deemed to be a binding contract for the provision of the Internet Services in accordance with and subject to the terms of this

Agreement. If Metrotech is not supplying any applicable routers and/or switching equipment it shall be the sole responsibility of the Customer to ensure that they have adequate routing and switching equipment at the Premises and/or the Site for the operation of the Internet Services.

4.3.3 Subject to clauses 14 and 15 below, this Agreement for the provision of the Internet Services and each Connection shall continue for the Minimum Period.

4.4 Metrotech shall use its reasonable endeavours to meet any dates specified in this Agreement and/or the SOF but for the avoidance of doubt, time shall not be of the essence in this Agreement.

4.5 Subject to the existence of the Site Wayleave (if applicable) Metrotech shall provide the Customer with the Internet Services and Connection to the Premises and/or the Site and/or between more than one Premises and/or Site (where applicable) in accordance with the terms set out in this Agreement.

4.6 Metrotech shall provide the Customer with the relevant information to enable the Customer to prepare or procure the preparation of the Premises and/or the Site for delivery and installation of the Equipment and the Customer shall suitably prepare or procure the preparation of the Premises and/or the Site for delivery and installation of the Equipment and comply or procure the compliance in all material respects with Metrotech's reasonable instructions and requirements relating to the preparation of the Premises and/or the Site. Such instructions shall include confirmation of applicable switching and/or routing equipment which will be required at the Premises and/or the Site for the operation of the Internet Services.

4.7 The Customer shall at its own cost procure the provision to Metrotech at all times of suitable accommodation, assistance, facilities and environmental conditions for the Equipment (as specified in clause 4.8) and all reasonably necessary electrical and other installations and fittings relating to the Equipment and shall ensure that any necessary preparation is effected before the Equipment is delivered and installed.

4.8 The Customer shall ensure that air conditioning and all other environmental controls in the premises where the Equipment is located are maintained within the following humidity and temperature ranges:

Humidity between	35%	65%
Temperature	10°C	35°C

4.9 Metrotech shall deliver the Equipment to the Customer (or as directed by the Customer) and install the Equipment at the Premises and/or the Site. Metrotech shall use its reasonable endeavours to comply with the Customer's requests in respect of installation but

Metrotech's reasonable decision on the routing of cables and wires and the positioning of outlets and other apparatus constituting the Equipment or part thereof shall be final and binding on the Customer.

4.10 Metrotech will use all reasonable endeavours to provide and install the Equipment and the Parties will test the Equipment at the Premises and/or the Site so that the Connection can be provided on or before the appropriate Connection Ready for Service Date.

4.11 Following the installation of the Equipment, Acceptance Tests shall be carried out by the Parties to ensure that the Internet Services and applicable Connection is ready for use. If the Internet Services and Connection is not ready for use, Metrotech shall either repair or replace, at its sole option, the Equipment or any part thereof and repeat the Acceptance Tests. All Acceptance Tests shall, if the Customer so requires, be carried out in the presence of a duly authorised representative of the Customer provided the representative is available at such reasonable times as Metrotech may specify.

4.12 Metrotech shall on successful completion of the Acceptance Tests present a COA Certificate for signature to the Customer by a duly authorised representative of the Customer. The Customer shall ensure that its duly authorised representative signs the COA Certificate without delay. If in the opinion of Metrotech the Customer delays in signing the COA Certificate after Internet Services can be measured, Metrotech shall have the right to issue a Self Certification Notice. The original of the COA Certificate or Self Certification Notice shall be retained by Metrotech who shall make a copy available to the Customer's representative at the time of delivery.

4.13 Metrotech shall be entitled to sub-contract the whole or any part of the performance of the Internet Services to any person provided that Metrotech remains responsible to the Customer for the performance of the Internet Services in accordance with the terms of this Agreement.

5. Service Levels

5.1 Metrotech shall use its reasonable endeavours to ensure that the Connection is available for use twenty-four (24) hours a day throughout the Minimum Period and any subsequent period agreed between the Parties. Metrotech shall warrant the Internet Services to provide the minimum service levels as set out in the Service Level Agreement.

5.2 If the Internet Services are not available as set out in clause 5.1 (other than for a Planned Outage or for a Force Majeure event or as otherwise set out in this Agreement when Metrotech shall have no liability), Metrotech shall be liable as set out in the Service Level Agreement in relation either to Internet Services, Tail Circuit or other Metrotech supplied services which shall be the total of Metrotech's liability hereunder or otherwise for lack of Availability of the Internet Services.

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6. Customer's Obligations

6.1 To facilitate the provision of the Internet Services and Connection, the Customer shall use its reasonable efforts to procure, at its own expense, a secure electricity supply of such type and at such points as Metrotech shall reasonably require for each Connection. No electricity will be supplied by Metrotech through the Customer's or any third party's electricity cables. The Customer shall also procure the provision of back-up power with sufficient capacity to conform to the stand-by requirement of the relevant British Standards as needed if the Connection, including the provision of access to Emergency services, is required to continue uninterrupted in the event of a power failure in the principal power supply for Equipment at the Premises and/or the Site.

6.2 The Customer will ensure that the location and position of all Equipment complies with all applicable health and safety regulations in force on the date of this Agreement. The Customer shall pay for the relocation of any and all Equipment found to be in breach of any such regulations. Should new legislation or regulations come into force after the

commencement of this Agreement which would require any Equipment to be relocated, the Customer will pay such relocation costs.

6.3 The Customer shall comply with the Acceptable Use Policy and shall procure that any other party using the Internet Services shall comply with the Acceptable Use Policy.

6.4 If the Customer wishes, other than for reasons connected to applicable health and safety regulations, to move any part of the Equipment to a different location within the Premises and/or the Site, the Customer shall give the maximum notice reasonably practicable (but not less than three (3) months' notice in writing). On the expiry of such notice and with the consent of Metrotech (not to be unreasonably withheld or delayed) the Customer shall be entitled (at its own expense) to move any Equipment to such different location within the Premises and/or the Site. The Customer shall consult with Metrotech to ensure that any such relocation takes place at a time when the least disruption shall be caused to Metrotech's business.

7. Equipment

7.1 The Equipment shall remain the property of Metrotech or its nominee at all times and Metrotech may modify, substitute, renew or add to the Equipment from time to time at its sole discretion provided that such modifications, substitutions, renewals or additions shall not affect the supply of Internet Services and Connection. Where such modification would impact on a Connection then modifications will be carried out as a Planned Outage.

7.2 The Customer shall be responsible for ensuring at all times the safe keeping and proper use of the Equipment at the Site and/or the Premises and shall be liable for any loss or damage to the Equipment pursuant to clause 7.4. In particular, (but without prejudice to the generality of the foregoing) the Customer covenants with Metrotech:

7.2.1 To comply with all reasonable instructions as Metrotech may notify to the Customer;

7.2.2 Not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Equipment or suffer any distress, seizure of, or execution to be levied against, the Equipment or otherwise do anything prejudicial to Metrotech's rights in the Equipment;

7.2.3 To keep the Equipment at the Premises and/or the Site and stationary at all times;

7.2.4 Not to add to, modify, or in any way interfere with, the Equipment and to keep and maintain the Equipment in good repair and condition;

7.2.5 Notwithstanding clauses 7.2.3 and 7.2.4, in the case of an Emergency, to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify Metrotech as soon as possible of the circumstances of such Emergency;

7.2.6 Other than in the event of an Emergency not to cause the Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Metrotech;

7.2.7 Not to do anything or allow to subsist any circumstance, matter or thing, which is likely to damage the Equipment or detract from or impair its performance or operation;

7.2.8 Not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof and in any event to ensure the Equipment can be identified as belonging to Metrotech or its supplier;

7.2.9 To permit Metrotech to inspect or test the Equipment at all reasonable times; and

7.2.10 At the request of Metrotech to produce evidence to Metrotech that it has effected and is maintaining suitable insurance in respect of relevant risks in accordance with standard industry practice relating to such Equipment.

7.3 For the purposes of this Agreement the "point of interconnect" for Internet interfaces for hand off will be either 10/100 Base T Ethernet, 1000 Base SX/LX or 10Gigabit LAN Phy.

7.4 The Customer shall be liable for any loss or damage howsoever caused at or beyond the Customer's side of the point of interconnect at the Site and/or the Premises (including but not limited to lightning or electrical damage) to any part of the Equipment within the Site and/or the Premises and the Customer indemnifies Metrotech against all such loss or damage. The Customer will notify Metrotech immediately of any such loss or damage.

7.5 The Customer shall obtain reasonable insurance of its liabilities under clause 7.4

7.6 For the avoidance of doubt the Customer shall not be liable for any loss or damage to the Equipment where such loss or damage occurs before the Service Demarcation Point within the Site and/or the Premises **provided that** if such loss or damage is due to the negligent, malicious or wilful action or inaction of the Customer, its employees or sub-contractors, or by the Customer's breach of this Agreement, the Customer shall be liable to and shall reimburse Metrotech therefore to the extent of all losses, damages and costs incurred by Metrotech by such action and/or inaction of the Customer, its employees or subcontractors and/or by such breach of this Agreement by the Customer.

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8. Customer's premises equipment

8.1 The Customer shall be responsible for procuring that the Customer's Premises Equipment is programmed, equipped, compatible and connected for the operation of the Internet Services and installation of the Connection in accordance with Metrotech's reasonable instructions and the specifications contained in the Service Level Agreement. The Customer shall be responsible for procuring the connection of the Customer's Premises Equipment to Metrotech's System.

8.2 The Customer acknowledges that Metrotech shall be responsible for the repair and maintenance of Customer's Premises Equipment if this is delivered as part of a Metrotech managed service as specified in the SOF.

8.3 The Customer shall ensure or procure that all other Customer's Premises Equipment that they use complies with all relevant Laws and applicable industry standards for the time being in force. The Customer shall disconnect any Customer's Premises Equipment if such apparatus does not, or ceases to conform to any relevant Law or to any applicable and industry standards for the time being in force. Metrotech reserves the right to disconnect any Customer's Premises Equipment if the Customer does not fulfil any of its obligations under this clause 8 or, if in the reasonable opinion of Metrotech, such apparatus does not comply with any relevant Law or applicable industry standard for the time being in force or may cause the death of or any personal injury to any person, or material damage to property or materially impair the quality of the Internet Services or any electronic communication service provided by means of Metrotech's System.

9. Maintenance

9.1 Metrotech shall provide such maintenance services for the proper functioning of the Internet Services and, where appropriate, the switching and routing equipment supplied by Metrotech, as are reasonably required to provide the Internet Services in accordance with this Agreement and the Service Level Agreement.

9.2 The Customer shall permit Metrotech or its agents upon reasonable notice (except in an Emergency, when no notice is required) to enter the Site and/or the Premises for the purpose of monitoring and maintaining the Equipment.

9.3 If the Customer detects any defect or impairment in the operation or performance of the Internet Services and/or applicable Connection, it shall notify Metrotech of the nature of such defect or impairment. Metrotech shall respond promptly after such notification and shall make the necessary corrections in accordance with the Service Level Agreement.

9.4 If Metrotech detects any defect or impairment in the operation or performance of the Equipment, it shall notify the Customer of the nature of such defect or impairment. The Customer shall after such notification comply with its obligations under paragraph 1.3 of the Service Level Agreement and shall make the necessary corrections in accordance with the Service Level Agreement.

9.5 Subject to clause 9.6 below, charges for maintenance are included in the Annual Rental.

9.6 Metrotech will be entitled to charge the Customer and the Customer will pay a Service Fee at Metrotech's then current reasonable charging rates to the extent that the need for any maintenance results from any one or more of the following:

9.6.1 Misuse or neglect of, or accidental or wilful damage to, the Equipment where such misuse, neglect or damage occurs beyond the point of interconnect in the Premises and/or the Site; or

9.6.2 Failure by the Customer to comply with any of the provisions of this Agreement; or

9.6.3 Fault in, or other problem associated with the Customer's System other than the Connection **PROVIDED THAT** in the case of any event referred to in clause 9.6 Metrotech shall have given the Customer reasonable written notice of its intention to charge such Service Fee.

9.7 Metrotech reserves the right to increase the Service Fee on serving not less than one month's written notice to the Customer.

9.8 In the event that the Customer prevents or delays the performance of maintenance services as described in this Agreement, Metrotech shall have the right to charge the Customer all reasonable costs incurred by such delay or prevention.

10. Use of Internet Services

10.1 The Customer shall at all times comply with the Acceptable Use Policy and particularly undertakes not to use or permit anyone else to use the Internet Services and Connection:

10.1.1 To send a message or communication which is offensive, abusive, indecent, obscene or menacing; or

10.1.2 To cause annoyance or inconvenience; or

10.1.3 In a manner which is contrary to any applicable Law.

10.2 The Customer shall keep Metrotech indemnified against all liabilities, claims, damages, losses, proceedings, compensation, costs and expenses arising out of, or in any way connected with, any such use of the Internet Services and Connection by the Customer which infringes the Acceptable Use Policy, provided that Metrotech shall not compromise, admit or settle any such actions without the prior written consent of the Customer which is not to be unreasonably withheld or delayed.

11. Suspension of Internet Services

11.1 Without prejudice to the Parties' other rights and remedies under this Agreement and otherwise at law and subject to clause 11.2, Metrotech may suspend the performance of its obligations under this Agreement for a period not exceeding six (6) months, on prior written notice to the Customer (such notice not to apply with respect to 11.1.2 and 11.2) in the event that:

11.1.1 Metrotech is entitled to terminate this Agreement in accordance with clause 15; or

11.1.2 Metrotech is required to suspend such performance in order to comply with any Law or request of any governmental department, emergency services organisation or other competent administrative authority **PROVIDED THAT** if Metrotech is entitled to suspend this Agreement pursuant to clause 11.1.2, Metrotech shall use its reasonable endeavours to minimise such period of suspension.

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11.2 In the event of an Emergency, Metrotech may at its sole discretion interrupt or suspend its obligations hereunder for so long as the Emergency lasts (but no longer) without giving any notice to the Customer but shall notify the Customer as soon as reasonably practicable following the start of the interruption or suspension and shall use its reasonable endeavours to minimise the period of such interruption or suspension.

11.3 Where the suspension is implemented as a consequence of the breach of the Acceptable Use Policy, fault, act or omission of the Customer, the Customer shall reimburse Metrotech for all reasonable costs and expenses incurred by Metrotech in connection with the implementation of such suspension (including a re-connection of service fee as set in Schedule 2) and any other service provided by Metrotech under this Agreement as appropriate.

11.4 In the event any points within clause 11, excluding **11.3**, being brought into force, there would be no request or enforcement by Metrotech for payment from the customer within the period that the service is suspended. Should a Suspension of Internet Services be implemented due to non payment or breach of payment terms by the customer for the contracted monthly rental amounts, then payment would still be due as outlined in **15.1.3**

12. Charges

12.1 In consideration for the provision by Metrotech of the Internet Services in accordance with this Agreement, the Customer will in respect of the Internet Services and each Connection provided by Metrotech under this Agreement, pay the Charges.

12.2 The Installation Charge and the Annual Rental Charge relating to the Internet Services and Connection shall remain fixed during the relevant Minimum Period.

12.3 Following the expiry of the Minimum Period, Metrotech shall be entitled to increase the Charges on giving the Customer not less than one (1) month's prior notice. Any revised Charges shall become payable from the date set out in the notice served by Metrotech.

12.4 Following the expiry of the Minimum Period, Metrotech reserves the right to impose any of the Miscellaneous Charges and reserves the right to increase such Miscellaneous Charges on 5 Working Days' prior notice to the Customer.

12.5 BT and / or all associated carriers we use can change this contract (including charges) at any time.

12.6 Acting reasonably, we reserve the right to periodically review and increase rental fees as a result of rising costs incurred by us. We'll notify you of any increase in rental fees and charge you from the start of the first service period following the date of notification. We will use the latest Retail Price Index (RPI) and Consumer Price Index (CPI) as guidance for any rental fee increase.

13. Payment and review

13.1 All Charges payable under this Agreement shall be payable in full (without any set off or deduction) strictly monthly in advance from invoice date by Metrotech.

13.2 The Installation Charge on the SOF shall be invoiced by Metrotech on each relevant Connection Commencement Date PROVIDED THAT Metrotech shall in its absolute discretion have the right to request that the Installation Charge is paid in full prior to the date of the installation.

13.3 All Charges on the SOF shall be invoiced by Metrotech monthly in advance and the first payment due under this Agreement shall be payable with effect from the Connection Commencement Date.

13.4 Subject to clause 12.3 the Charges shall be reviewed annually by Metrotech and the Customer shall have not less than one (1) month's notice of any revision to the Charges. All Charges expressed to be payable under this Agreement shall be exclusive of VAT and the Customer shall also pay to Metrotech such additional amounts of VAT.

13.5 If the Customer shall fail to pay any amount due under this Agreement by the Due Date, Metrotech shall be entitled to charge to and receive from the Customer interest in respect of any such amount outstanding at the Default Interest Rate (whether before or after judgment) as at the Due Date. Such interest shall be payable from and including the day after the Due Date until and including the date of payment in full. Such interest shall accrue day by day and shall be compounded quarterly.

13.6 In the event that Metrotech is unable to proceed with the installation of the Equipment and/or Tail Circuit (or any other communication services set out in the SOF) due to acts or omissions of the Customer which prevent or delay installation beyond an agreed Connection Ready for Service Date, then Metrotech shall have the right to invoice the Customer (which invoice the Customer shall pay within 15 days of the date of the invoice from Metrotech) for all costs incurred in provisioning such Equipment and/or other 3rd party services in readiness for that original Connection Ready for Service Date in accordance with the terms of clause 13.2 notwithstanding any such delay in actual installation of Equipment and/or Tail Circuit. Costs will be calculated using the Miscellaneous Charges tariffs.

13.7 The Customer agrees not to cancel or amend any payment instruction without the consent of Metrotech.

13.8 If specified in the SOF the Customer shall pay a deposit in the amount specified in the SOF. Any deposit shall be payable with the first payment of the Annual Rental.

13.9 Metrotech may, at its discretion, set off such deposit against any Charges or other amounts owing to Metrotech from time to time. No interest shall be payable in respect of the deposit. Any deposit remaining at the end of the Minimum Period which is not set off against any Charges shall be returned to the Customer upon return of the Equipment to Metrotech in satisfactory condition.

13.10 If Metrotech has set off any deposit under clause 13.9 the Customer shall be required to top up the deposit to the original amount specified in the SOF.

13.11 In the event Metrotech has provided a credit facility to the Customer, Metrotech shall have the right in its absolute discretion to withdraw the credit facility on 5 days' prior notice to the Customer.

14. Duration

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14.1 The Services shall commence on the Live Provisioning Date and, subject to earlier termination by either party pursuant to this clause 14, the Agreement shall continue in force for the Initial Contract Term and thereafter shall automatically renew for successive periods of 12 months (each a **Renewal Term**) unless either party gives at least 60 days written notice to the other to terminate the Agreement, such notice not to expire prior to the expiry of the Initial Contract Term or any subsequent Renewal Term. The Initial Contract Term and any subsequent Renewal Term shall together be the **Term**.

15. Termination

15.1 Notwithstanding anything to the contrary in this Agreement, either Party (without prejudice to its other rights) shall be entitled to terminate this Agreement forthwith by notice to the other Party if:

15.1.1 Any licence granted to Metrotech for the provision of the Internet Services and Connection is revoked or otherwise varied for any reason whatsoever and is not immediately replaced by a licence that would permit Metrotech to continue to provide the Internet Services on the same terms and conditions as set out in this Agreement, in which event Metrotech shall give the Customer the maximum period of notice of termination practicable in the circumstances; or

15.1.2 Any action or proceedings under insolvency law is taken against the other Party or the other Party makes any arrangement or compromise with its creditors, or ceases to carry on business or suffers any execution or distress over its assets, or shall be the subject of a voluntary or compulsory liquidation (other than for the purpose of reconstruction or amalgamation) or an administrator or administrative receiver is appointed; or

15.1.3 The other Party commits a material breach of any of the provisions of this Agreement (including without limitation, non-payment of the Charges or a breach of the Acceptable Use Policy and/or breach of intellectual property right by the Customer) and, in the case of a material breach of any of the provisions which is capable of remedy, the defaulting party fails to remedy the same within 30 Working Days after receipt of a notice in writing from the other Party giving particulars of the breach and requiring it to be remedied. If the Customer terminates this Agreement it may do so by email to sales@metrotech-solutions.co.uk provided a copy of that notice is also sent to Metrotech by letter in accordance with clause 24.

15.2 If the Customer and/or the owner and/or the landlord of the Premises prevents Metrotech from delivering the Internet Services or the Customer is unable to meet the conditions referred to in the SOF, Metrotech shall be entitled to terminate this Agreement forthwith by notice to the Customer.

15.3 The right to terminate this Agreement shall not prejudice any other right or remedy of either Party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

15.4 Upon the termination of this Agreement, the Customer will immediately cease to use the Internet Services and Metrotech will, subject to Metrotech having a right of set off for any payment due to Metrotech repay to the Customer the appropriate proportion of any Charges paid in advance for any period ending after the Customer's liability to pay such Charges ceases PROVIDED THAT Metrotech shall not be liable to repay any Charges where this Agreement is terminated as a result of the Customer's breach.

15.5 Without prejudice to the Parties' other rights and remedies under this Agreement or otherwise at law, if this Agreement is terminated by Metrotech in accordance with clauses 15.1.2, 15.1.3 and 15.2 the Customer shall pay Metrotech all arrears of Charges and sums due and payable to Metrotech under this Agreement until the expiry of the Minimum Period or the date of termination (if longer).

15.6 The termination or expiry of this Agreement shall not operate so as to terminate any Site Wayleave.

15.7 The obligations of the Parties under this Agreement, which are of a continuing nature and capable of surviving expiry or termination of this Agreement, shall continue in full force and effect notwithstanding such expiry or termination.

15.8 Any changes made to the Terms & Conditions and/or monthly charges for the provided internet service, following the expiry of the minimum Agreement Period. The customer will have the right to terminate the Agreement giving written notice of no less than 30 Days following any notification of change (notwithstanding clause 14.2)

16. Force Majeure

16.1 Neither Party (for the purpose of this clause, the "**Affected Party**") shall be liable for any failure to perform its obligations under this Agreement caused by an act of God, insurrection or civil disorder, terrorism, war or military operations, national or local emergency, acts or omissions of government, highway authority, industrial disputes of any kind (not involving employees of that Affected Party or of sub-contractors working for that Affected Party pursuant to this Agreement), fire, lightning, explosion, subsidence, inclement weather, insolvency of a supplier, acts or omissions of persons or bodies for whom the Affected Party is not responsible (which shall include, but not be limited to, third party communication suppliers to Metrotech) or any other cause whether similar or dissimilar outside the reasonable control of that Affected Party **PROVIDED THAT**, in such circumstances the Affected Party can demonstrate that it has taken all reasonable steps to continue to perform its obligations under this Agreement.

16.2 The Affected Party shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations (for the purposes of this clause 16, a "**Force Majeure Notification**").

16.3 Upon cessation of the delay or failure resulting from the event of Force Majeure the Affected Party shall notify the other of such cessation.

16.4 If, as a result of the event of Force Majeure, the performance of the Affected Party's obligations under this Agreement is only partially affected, such Affected Party shall, subject to the provisions of clause 16.5, nevertheless remain liable for the performance of those obligations not affected by the event of Force Majeure.

16.5 In the case of an Affected Party making a Force Majeure Notification then:-

16.5.1 If the delay or failure caused by the event of Force Majeure lasts for a continuous period of three (3) months or less from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to clause 16.3) any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; or

16.5.2 If the delay or failure caused by the event of Force Majeure lasts for more than three (3) months from the date of the Force Majeure Notification and notice of cessation has not been given pursuant to clause 16.3 and such event of Force Majeure prevents the Affected Party from performing such Affected Party's obligations in whole or in part during that period, the other Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) Working Days' written

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notice to the Affected Party on expiry of the said three (3) months period **PROVIDED THAT** such notice shall be deemed not to have been given in the event that notice of cessation of the event of Force Majeure given pursuant to clause 16.3 is received by the other Party prior to the expiry of the thirty (30) Working Days' written notice.

16.6 If this Agreement is not terminated in accordance with the provisions of clause 16.5.2 then any obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

16.7 Irrespective of the occurrence of any Force Majeure event, the Customer shall continue to pay all Charges due under this Agreement unless and until such time as this Agreement is terminated pursuant to clause 16.5.2.

17. Limitations of Liability

17.1 Nothing herein shall limit either party's liability for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment.

17.2 Nothing in this Agreement shall exclude or restrict any liability of either party which cannot by law be excluded or restricted.

17.3 Subject to clauses 17.1 and 17.2, and except as provided for in clause 17.4, the aggregate liability of each Party to the other or any third party (whether in contract, tort, breach of statutory duty or otherwise) arising by reason of, or in connection with, this Agreement shall be limited to one year's Annual Rental payable under the SOF in the relevant year in which the relevant claim arises.

17.4 Subject to clauses 17.1 and 17.2, neither Party shall be liable to the other or any third party for any indirect, consequential or special loss howsoever arising. For the purposes of this Agreement, "indirect or consequential loss" includes but is not limited to, loss or corruption of, or damage to, computer data, wasted management time, loss of revenue, loss of profits, loss of anticipated savings, business or goodwill or loss of turnover.

17.5 The provision of the Internet Services under this Agreement is supplied in accordance with the Service Level Agreement and Metrotech's sole obligations and liabilities in respect of that provision are as stated in this Agreement and all other innocent or negligent representations (but not fraudulent), conditions, warranties and terms express or implied whether by statute, law or otherwise are hereby excluded to the fullest extent permitted by law.

17.6 Nothing in this Agreement shall limit or exclude the liability of Metrotech or the Customer for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

17.7 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

17.8 This clause 17 shall survive termination of this Agreement.

18. Confidentiality

18.1 In this clause 18, "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party (for the purposes of this clause 18, the "**Disclosing Party**") to the other Party (for the purposes of this clause 18, the "**Receiving Party**") whether before or after the date of this Agreement.

18.2 During the term of this Agreement and after the termination or expiration of this Agreement for any reason, the Receiving Party:

18.2.1 May not use Confidential Information for a purpose other than the performance of its obligations under this Agreement; and

18.2.2 May not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party.

18.3 Clause 18.2 does not apply to Confidential Information which:

18.3.1 Is at the date of this Agreement or, at any time after that date, becomes publicly known other than by the Receiving Party's breach of this Agreement; or

18.3.2 Can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

18.3.3 Is required to be disclosed under any Law or by any stock exchange or other regulatory requirements.

18.4 This clause 18 shall remain in force for five (5) years following the termination or expiration of this Agreement.

19. Publicity

Subject to clause 18 and the Proviso below the Parties may refer to each other by name, trade name and/or trademark on their respective websites and, if applicable, may include a brief description of each other's business in their respective marketing materials and website. The Parties may also directly or indirectly make public announcements, give releases or statements to the press, television, radio or other media relating to, or connected with, this Agreement (in this clause "**Publicity**"), **PROVIDED THAT** the Parties agree that no Publicity shall be given by either Party either directly or indirectly that is negative, derogatory or in any way adverse in nature to the interests of the other Party.

20. Intellectual Property Rights

20.1 Copyright and all other proprietary rights in all documents, drawings and information supplied by Metrotech to the Customer in connection with this Agreement shall remain vested in Metrotech or the copyright owner. Such documents, drawings and information are confidential and shall not be copied, disclosed or used (except for the purpose for which they were supplied) without the prior written consent of Metrotech.

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20.2 Copyright and all other proprietary rights in all documents, drawings and information supplied by the Customer to Metrotech in connection with this Agreement shall remain vested in the Customer or the copyright owner. Such documents, drawings and information are confidential and shall not be copied, disclosed or used (except for the purposes for which they were supplied) without the prior written consent of the Customer.

21. Assignment

21.1 Subject to clause 21.2, neither Party shall assign, novate, delegate or otherwise deal with all or any of its rights or obligations under this Agreement (apart from on a solvent amalgamation or reorganisation) without the prior written agreement of the other Party which is not to be unreasonably withheld or delayed.

21.2 Either Party may assign this Agreement to a member of its Group.

21.3 For the avoidance of doubt, nothing in this clause 21 shall prevent the Customer from using a Connection as part of any service it offers to its customers.

22. Entire Agreement and Variations

22.1 This Agreement and any documents referred to in it constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes any previous agreements and all prior representations made between the Parties, whether orally or in writing.

22.2 In the event of any inconsistencies between the contents of any of the following documents, the order of precedence shall (unless expressly stated to the contrary) be as follows: (i) the SOF; (ii) the main terms and conditions of this Agreement contained in clauses 1 to 26 (inclusive), (iii) the Service Level Agreement (iv) the Miscellaneous Charges and (v) the Acceptable Use Policy. A variation of this Agreement is valid only if it is in writing and signed on behalf of each Party.

22.3 Each Party agrees that it did not rely on any statement made by the other party before the signature of this Agreement in entering into this Agreement and hereby waives any remedy which but for this clause 22.3 might otherwise be available to it in respect of any untrue statement (whether made innocently or negligently) before the signature of this Agreement.

23. General

23.1 This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by, any person who is not named at the date of this Agreement as a party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself a trustee of the rights under it for the benefit of any third party.

23.2 Failure by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of any such provision or in any way affect the validity of this Agreement or any part hereof.

23.3 No granting of time or other forbearance or indulgence by either Party to the other Party shall in any way release, discharge or otherwise affect the liability of the other Party under this Agreement.

23.4 If any provision of this Agreement shall be prohibited or adjudged by a court of competent jurisdiction to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

23.5 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

23.6 Metrotech shall be entitled to amend these standard terms and conditions (and the Agreement shall be amended accordingly) by giving not less than 20 Working Days' written notice to the Customer. If the relevant amendment is not required by law and materially affects the Internet Services the Customer shall have the right to terminate this Agreement by serving on Metrotech not less than 14 Working Days' written notice to terminate this Agreement, provided that such notice is served within the period of 14 Working Days commencing on the date Metrotech notifies the Customer of the relevant amendment.

24. Notices

24.1 Any notice, invoice or other document or communication required to be given for the purposes of this Agreement shall be given by post or by e-mail to sales@metrotech-solutions.co.uk Notice served by e-mail must be confirmed in writing within two (2) days of transmission by the sender to be valid. Any letter sent for the purposes of this Agreement shall, if addressed to Metrotech, be sent to The Company Secretary, Metrotech Solutions Limited, St Georges House, 2 St Georges Road, Bolton, BL1 2DD and if addressed to the Customer be sent to the Customer's address on the RFQ or to such other address of which notice has previously been notified by the party to be served.

24.2 Notice delivered by hand shall be deemed received when left. Notice given by post shall be deemed as served three days after the date of posting.

25. Customer Data

25.1 The Customer shall own all rights, title and interest in and to the Customer Data and shall have sole responsibility for ensuring the security, legality, reliability, integrity, accuracy and quality of the Customer Data.

25.2 Unless otherwise agreed Metrotech shall not be responsible for undertaking back-up of any Customer Data and the Customer shall be solely responsible for undertaking back-up of the Customer Data and shall ensure that such back-up copies are recorded on media from which the Customer Data can be re-loaded by the Customer in the event of any corruption or loss thereof and kept safe.

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25.3 The Customer shall be solely responsible for obtaining all necessary consents in respect of its processing of Customer Data.

25.4 The Parties agree that for the purposes of the Data Protection Legislation the Customer shall, in respect of all Customer Data which is personal data, be the Data Controller and Metrotech shall be the Data Processor.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law and the Parties hereby irrevocably agree to submit to the exclusive jurisdiction of the English courts.

**SCHEDULE 1
Service Level Agreement**

Targeted Mean Time to Repair:

Service Description	SLA	Target Mean Time to Repair Service Affecting Faults (office hours)	Reasonable endeavours Support	Escalation process
Radio Fixed Wireless Access - Direct Internet Access	99.95%	4		Yes
Radio Fixed Wireless Access - MPLS	99.95%	4		Yes
Radio Fixed Wireless Access - P2P	99.95%	4		Yes
Fibre Ethernet - Direct Internet Access	99.95%	5		Yes
Fibre Ethernet - MPLS	99.95%	5		Yes
Fibre Ethernet - Point-to-Point	99.95%	5		Yes
EFM (DIA-MPLS-P2P)	99.95%	7		Yes
GEA	99.95%	7		Yes
FTTC (DIA-MPLS-P2P)	N/A	N/A	Yes	No
ADSL (DIA-MPLS-P2P)	N/A	N/A	Yes	No
3G Anywhere Connect	N/A	N/A	Yes	No

1. Fault Management

1.1 Faults may be reported to the Metrotech Support Desk as set out in Schedule 4 at which time a Fault Reference Number will be issued.

1.2 Metrotech will in the Notification Period take all reasonable steps to restore the Internet Services in accordance with the terms of this Agreement.

1.3 On notification of a Fault by the Customer to the Metrotech Support Desk, the Customer shall perform all necessary in-house tests to the Service Demarcation Point as specified by Metrotech and shall co-operate fully with Metrotech's Support Desk in order to locate any Fault.

1.4 Metrotech System

1.4.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault is set out in the table **Targeted Mean Time to Repair** and in the SOF.

1.4.2 From the end of the Notification Period, the Target Time to Repair for a Non Service Affecting Fault on the Metrotech Network is 3 Working Days.

1.4.3 If the SOF does not specify a Target Time to Repair Metrotech shall respond within 4 Office Hours from the end of the Notification Period and will use reasonable endeavours to repair the Service Affecting Fault.

1.4.4 If Metrotech does not meet the Target Time to Repair for a Service Affecting Fault the Customer may claim compensation (at the Customer's sole option) as set out below **PROVIDED THAT** in calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Metrotech is unable to repair the Service Affecting Fault as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Internet Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS** that Metrotech's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Annual Rental for the relevant Connection which has the Service Affecting Fault.

1.4.5 Where a Fault occurs outside Office Hours and Metrotech's engineer is required to attend the Premises and/or the Site during darkness or severe inclement weather, the Target Time to Repair may be suspended for such period as it considers reasonably necessary if Metrotech considers that a health and safety hazard exists. Metrotech will provide as much notice as is reasonably possible if it intends to postpone the Target Time to Repair.

1.4.6 Where a permanent repair/solution is not possible within the Target Time to Repair, Metrotech in its absolute discretion may provide a temporary repair/solution to ensure the Internet Services are restored within the Target Time to Repair.

Office Hours past Target Time to Repair Amount of Compensation

Hours past Target Time to Repair	Amount of Compensation
2 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) days of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

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1.4.4 Any compensation awarded to the Customer pursuant to this Agreement will be credited by Metrotech against the next following payment due from the Customer or if no payment is due it will be payable by Metrotech by cheque to the Customer at the end of the next following Quarter. Any sums recovered by the Customer for a failure by Metrotech to meet a Target Time to Repair shall be deducted from any compensation due to the Customer for a failure by Metrotech to meet Internet Services Availability levels as detailed in this Service Level Agreement, if attributable to the same Fault.

1.4.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified in the SOF.

1.5 Switch/router supplied by Metrotech

1.5.1 From the end of the Notification Period, the Target Time to Repair for a Service Affecting Fault on any switch or router supplied and maintained by Metrotech under the terms of this Agreement are:

During Office Hours	Next Working Day
Outside Office Hours	

Where a Fault occurs during any period outside Office Hours (whether or not it commences or finishes during Office Hours) the Target Time to Repair shall be as for outside Office Hours.

1.5.2 If Metrotech does not meet the above Target Time to Repair for the switches/or routers supplied by Metrotech the Customer may claim compensation (at the Customer's sole option) as set out below **PROVIDED THAT** in calculating the hours past the Target Time to Repair there shall be deducted from such calculation any period of time Metrotech is unable to repair the Service Affecting Fault as a result of the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Internet Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS** that Metrotech's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Annual Rental for the relevant Connection:

Hours past Target Time to Repair	Amount of Compensation
2 – 4	One (1) day of the monthly fee paid for each affected Connection
4 – 8	Two (2) days of the monthly fee paid for each affected Connection
8 – 16	Three (3) days of the monthly fee paid for each affected Connection
More than 16	Five (5) days of the monthly fee paid for each affected Connection

2. Internet Connectivity Standard Service Level

2.1 Availability

2.1.1 Metrotech guarantees the Availability of IP traffic across its Metrotech System to the point of traffic egress to the Public Internet to be at least 99.95%. The calculation used is based on the recorded number of Service Affecting Faults per Connection within the Measurement Period.

2.1.2 If the Availability level on the Metrotech System falls below 99.95% per annum, the Customer may claim compensation as set out below **PROVIDED THAT** in calculating the Availability level on the Metrotech System there shall be deducted from such calculation any period of time Metrotech is unable to provide the Internet Services as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Internet Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Metrotech's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Annual Rental for the relevant Connection.

Connection Availability at end of Measurement Period	Amount of Compensation
0.01% - 0.1% below 99.95%	5% of Annual Rental of the affected Connection
0.11% - 0.25% below 99.95%	7.5% of Annual Rental of the affected Connection
More than 0.251% below 99.95%	10% of Annual Rental of the affected Connection

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2.1.3 The above compensation is calculated at the end of the Measurement Period and will be credited by Metrotech against the next following payment due from the Customer or if no payment is due, it will be payable by Metrotech by cheque to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet the Target Time to Repair under paragraphs 1.4 and 1.5 above shall be deducted from the above compensation payments if attributable to the same Fault.

2.1.4 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of Internet Services or failure in the operation of switches and/or routers supplied by Metrotech shall not be taken into account.

2.1.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified in the SOF.

2.2 Latency

2.2.1 For Latency measurement purposes, Metrotech divides the network into zones, namely the Access Zone, the Metrotech Zone (Metrotech’s national IP network) and the 3rd zone called the “Public Internet Zone”. If the Access Zone is terminated at the Service Demarcation Point with a Metrotech Network Interface Device (as identified on the SOF) then Metrotech guarantees that the round trip Latency between the Service Demarcation Point and a Metrotech Network Core Internet Router will be no greater than the target identified on the SOF. If no such device is provided, (as identified on the SOF) then Metrotech guarantees that the round trip Latency between the Metrotech Network PoP and a Metrotech Network Core Internet Router will be no greater than the target identified on the SOF. If the Latency so identified is greater than the target, the Customer may claim re-imbursement up to 10% of the monthly rental for the relevant Connection, **PROVIDED THAT** in calculating the average round trip Latency there shall be deducted from such calculation any increase in the Latency as a result of the Customer’s breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Internet Services caused by the Customer or the Customer’s own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Metrotech’s total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year’s Annual Rental for the relevant Connection.

2.2.2 The Latency between the Metrotech Network PoP (or the Service Demarcation Point if a Network Interface Device is provided) and the designated Core Internet Router will be monitored and reported to the Customer only if the Customer so requests, and Metrotech agrees to such monitoring taking place. Metrotech will agree to such a request once a Quarter, if necessary. The Latency will be calculated by averaging the Latency measurements recorded over a 60 minute period. Any compensation awarded to the Customer pursuant to this Agreement will be credited by Metrotech against the next following payment due from the Customer or if no payment is due it will be payable by Metrotech by cheque to the Customer at the end of the relevant monitoring Quarter.

2.2.3 Latency on access ports below 10Mbps will be guaranteed for the target Latency for 64 byte frames only.

2.2.4 In respect of a 3rd party circuit, Metrotech will be liable to the Customer for compensation for Latency to the extent only that a third party supplier is liable to Metrotech.

2.3 Public Internet zone performance

2.3.1 Latency Guarantee and Credits

Public Internet Zone “Network Latency” refers to the period of time taken for an IP packet to travel between Metrotech upstream Tier 1 IP Transit provider’s nominated core internet nodes and back again (also referred to as RTT or Round Trip Time). Metrotech guarantees average Network Latency between these nominated core nodes in the Public Internet Zone as identified in the table below to be not exceeding the following thresholds during a calendar month:

Region Description	Guaranteed average network latency (during a calendar month)
Intra-Europe	Averaged RTT across all links between - European Core Nodes 35 ms
Europe-US*	Averaged RTT between Europe and the US (the New York PoP) 99 ms

Network Latency in the Public Internet Zone shall be demonstrated by Metrotech’s upstream transit providers based on averaging sample measurements taken during a calendar month. When the guarantee is not met, the Customer shall be entitled to request a credit equal to the pro-rated charges for the affected Internet Services for two (2) days during the calendar month in which the Network Latency guarantee was not achieved.

2.3.2 Packet Loss Guarantee and Credits

Metrotech guarantees that average packet loss between its nominated core internet nodes in the Public Internet Zone across the identified regions will not exceed the following thresholds during a calendar month:

Region Description	Guaranteed average network latency (during a calendar month)
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Intra-Europe	Averaged packet loss across all links between Nominated Upstream Provider European core nodes 0.3 %
Europe-US*	Averaged packet loss between Nominated Upstream Provider Europe and the US (New York PoP) 0.3 %

Packet loss shall be determined by the Nominated Upstream Provider based on averaging sample measurements taken during a calendar month. When the guarantee is not met, the Customer shall be entitled to request a credit equal to the charges for the affected IP Service for two (2) days during the calendar month in which the packet loss guarantee was not achieved.

2.4 Changes in Bandwidth

2.4.1 Subject to paragraph 2.4.5 the Customer may submit to Metrotech by email, a request for Metrotech to increase or decrease the bandwidth of any particular Connection (the "Capacity Change Request").

2.4.2 Metrotech will acknowledge the Capacity Change Request and confirm whether the bandwidth capacity is available to execute the Capacity Change Request. Metrotech will, subject to the capacity limits of any associated Tail Circuit, arrange for the appropriate increase or decrease in capacity to the Customer's Connection.

2.4.3 The target response time to vary the bandwidth is 24 hours from the Metrotech acknowledgement being sent to the Customer.

2.4.4 The Customer's invoice reflecting the change in bandwidth will be incorporated in the next invoice to be sent to the Customer following the relevant bandwidth change. The minimum duration of any Capacity Change Request will be one calendar month from the date of the change in bandwidth being effected.

2.4.5 The Customer may not request a decrease of bandwidth below the Customer's Initial Capacity Order.

2.4.6 For the avoidance of doubt compensation is not payable if Metrotech does not meet the target time to vary the bandwidth set out in paragraph 2.4.3.

3. Service Level for circuits connecting the Premises and/or Site to the Metrotech Network

3.1 Metrotech guarantees the Availability of a Connection it provides as part of the Internet Services from the Service Demarcation Point identified on the SOF to the Public Internet to be at least the same as the availability target specified on the SOF. The calculation used is based on the recorded number and duration of Service Affecting Faults per Connection within the Measurement Period.

3.2 If the performance level of the Internet Services delivered to the Service Demarcation Point falls below the relevant supplier's quoted % availability per annum, the Customer may claim compensation set out below **PROVIDED THAT** in calculating the Availability of a Connection there shall be deducted from such calculation if the Availability is disrupted as a result of a Planned Outage, the Customer's breach of this Agreement, or a disruption to the power supply to the Equipment, or a disruption to the Internet Services caused by the Customer or the Customer's own equipment, or a failure by the Customer to provide access to the Site and/or the Premises or as a result of an event of Force Majeure **PROVIDED ALWAYS THAT** Metrotech's total aggregate liability to the Customer under this Service Level Agreement shall not exceed the sum of one year's Annual Rental for the relevant Connection.

3.3 In calculating the Availability of each Connection, any Service Affecting Fault attributable to the loss of service or failure in the operation of switches and/or routers supplied by Metrotech shall not be taken into account.

3.4 The above compensation is calculated at the end of the Measurement Period and will be credited by Metrotech against the next following payment due from the Customer or if no payment is due, it will be payable by Metrotech by cheque to the Customer at the end of the next following Quarter. Compensation payable to the Customer for failure to meet Target Time to Repair shall be deducted from the above compensation payments if attributable to the same Fault.

3.5 For the avoidance of doubt compensation is not payable for a Non Service Affecting Fault or for any service where a Target Time to Repair is not specified in the SOF.

4. Tail Circuits

4.1 Metrotech's liability for Target Time to Repair, circuit Availability, and Latency in respect of a 3rd party Tail Circuit will at no time better the published contractual liability of the third party supplier of such Tail Circuit.

4.2 Following payment of compensation to Metrotech by the third party supplier, Metrotech will credit the Customer with the relevant compensation against the next following payment due from the Customer, or, if no further payments are due from the Customer, Metrotech will pay compensation by cheque to the Customer at the end of the next following Quarter.

5. Outages/Re-routing

5.1 In maintaining the Internet Services, Metrotech may with reasonable notice, request a Planned Outage or re-routing of the Internet Services. Wherever reasonably possible Metrotech will notify the Customer of the Planned Outage or re-routing at least 20 Working Days in advance and will co-operate with the Customer as to timing of the Planned Outage or re-routing. However, if Metrotech and the Customer cannot agree the timing of the Planned Outage and/or re-routing, then the decision by Metrotech shall be final. When notice of a Planned Outage and/or re-routing has been given to the Customer, the Customer will not be entitled to any compensation and lack of Availability will not be counted in any Measurement Period.

5.2 If there is an Outage and/or re-routing that has not been previously notified to the Customer, this will be regarded as a Fault

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6. Customer Responsible Faults

Metrotech is not responsible for any Fault identified as attributable to the Premises, the Site, the Customer's equipment, a breach of this Agreement by the Customer, a disruption in the Customer's power supplies or the action or inaction of the Customer's employees and/or agents or a failure of the Customer to provide access to the Site and/or the Premises. In such event Metrotech will quote its terms and conditions (including price) for any remedial work necessary for Metrotech to fulfil its obligations under this Agreement but the provisions relating to Target Time to Repair shall not apply and the lack of Availability will not be counted in any Measurement Period. In the event of responsibility being the subject of dispute between Metrotech and the Customer then the decision of Metrotech in this regard shall prevail.

7. Third Party Attributable Faults

If a Fault is identified as being attributable to a third party (i.e. neither the Customer nor Metrotech), the Fault shall be deemed to be the responsibility of Metrotech and the lack of Availability will not be counted in any Measurement Period. In such event Metrotech will use all reasonable endeavours to restore the Internet Services within the Target Time to Repair but will not be liable to pay the Customer compensation as a result of any Fault attributable to a third party.

8. Cancellation of Service

8.1 If the Customer cancels the order set out in the SOF prior to the Connection Ready for Service Date the Customer shall upon demand immediately pay to Metrotech the following; (i) all third party costs directly incurred in consequence of cancellation by the Customer; and (ii) the relevant Miscellaneous Charges listed in Schedule 2.

8.2 Where an Installation Charge was not payable or it was discounted, Metrotech may at its sole discretion claim from the Customer reasonable costs (including but without limitation all third party costs) incurred as a result of such cancellation and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted the amounts claimed under this paragraph 8.2 shall be in addition to any sums claimed under paragraph 8.1.

8.3 The above amounts are payable in addition to any termination payments due under this Agreement.

9. Modification of the Internet Services

9.1 If the Customer significantly modifies the order set out in the SOF (e.g. changes an address, point of presence or network presentation) prior to the Connection Ready for Service Date the Customer shall be liable to pay, in addition to the Installation Charge, the relevant Miscellaneous Charges set out in Schedule 2.

9.2 Where an Installation Charge was not payable or it was discounted, Metrotech may at its sole discretion claim reasonable costs incurred as a result of the modification of the Internet Services and the Customer shall become liable for payment of such costs forthwith. Where an Installation Charge was discounted, the amounts claimed under this paragraph 9.2 shall be in addition to any sums claimed under paragraph 9.1.

9.3 Where the Customer modifies the order set out in the SOF, Metrotech will present the Customer with a revised installation charge ("revised installation charge").

9.4 If such revised installation charge is LESS than the Installation Charge, the amount due under this paragraph 9 will be credited by Metrotech against the revised installation charge.

9.5 If such revised installation charge is MORE than the Installation Charge, the amount due under this paragraph 9 will be added by Metrotech to the revised installation charge and shall be payable by the Customer in accordance with clause 12 of this Agreement.

9.6 If the Customer modifies the order set out in the SOF by requesting a "Move and Change" for either the "A" end location and/or address and/or a "B" end location and/or address of a Connection and/or an increase/decrease in bandwidth for a Connection already installed by Metrotech, the Customer shall be liable to pay all relevant costs incurred by the relevant Move and Change. This paragraph shall apply to all Internet Services provided by Metrotech under the terms of this Agreement.

10. Escalation

In the event of Metrotech's normal point of contact (nominated and/or as may be amended from time to time) not being able to respond satisfactorily the following escalation procedures should be used.

Any requests from either Party for the escalation procedure(s) to be implemented should be initiated through the relevant Network Operations Personnel identified in the table below or as notified from time to time.

Level	Metrotech Contacts	Escalation
1	Support Desk	2 hours after initial fault is reported
2	Support Desk Team Leader	1 hour after level 1 escalation
3	Technical Support Manager	3 hours after level 1 escalation
4	Services Director	5 hours after level 1 escalation

Metrotech operates a personnel roster system for escalation purposes and provides a series of Duty Officers for levels 1 to 3. Accordingly, the dedicated telephone number for Duty Officers is set out in Schedule 4.

11. Claims Procedures

Fault Handling: All claims for compensation under these terms of this Agreement must be submitted to the Metrotech Account Executive within 30 days of the date of the Fault Reference Number.

Internet Services Availability: All claims must be submitted to the Metrotech Account Executive within 30 days from the end of the Measurement Period.

Service Delivery: All claims regarding late delivery must be submitted to Metrotech within 30 days from Actual Delivery Date.

13. Service Level Agreement definitions

In this Service Level Agreement unless listed below all words and phrases shall have the same meaning as defined in clause 1 of this Agreement. The following terms shall have the following meanings:

"Actual Delivery Date" the actual date on which Metrotech provides the Connection tested and ready to use;

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"Availability" the time for which the Internet Services and a Connection is available. A Connection shall be deemed unavailable if it is completely interrupted for greater than 30 consecutive seconds;

"Core Internet Router" is that router (or routers) in the Metrotech Network that (together) form the gateway between the Metrotech Network and the Public Internet. The designation of such routers may change from time to time.

"Fault" a Service Affecting Fault and/or a Non Service Affecting Fault;

"Fault Reference Number" the unique number issued when logging a Fault with Metrotech's Support Desk;

"Initial Capacity Order" the initial capacity requested by the Customer for the Minimum Term as stated in the SOF;

"Latency" the amount of time elapsed or the delay between receiving and transmitting a packet across the Metrotech Network.

"Measurement Period" periods of twelve (12) calendar months, the first being calculated from the Actual Delivery Date;

"Metrotech Network" the collection of Metrotech Network PoPs, network equipment and transmission facilities used to interconnect the Metrotech Network PoPs as may be amended or re-engineered from time to time.

"Metrotech Network PoP" a point of presence on the Metrotech Network where Metrotech equipment is located for the aggregation of customers onto the Metrotech Network (excluding the Premises and/or the Site).

"Metrotech Support Desk" Metrotech's support desk from where Metrotech Network management functions are directed;

"Nominated Upstream Provider" Metrotech selects, at its own sole discretion from time to time, certain providers of Internet Transit service. The services from these providers allow international internet service.

"Non Service Affecting Fault" any fault which does not cause a material interruption to the Internet Services;

"Notification Period" the period of 1 hour from the time a Fault is reported to Metrotech's Support Desk or an alarm is registered by Metrotech's fault management centre;

"Office Hours" 0900 – 1700 Monday to Friday excluding bank holidays;

"PoP" means a Metrotech network Point of Presence;

"Public Internet" means the global system of interconnected computer networks that use the Internet protocol suite (TCP/IP) to link billions of devices worldwide;

"Public Internet Zone" that portion of the Public Internet that lies beyond Metrotech's Core Internet Router

"Quarter" each three month period commencing 1 January, 1 April, 1 July, 1 October;

"Service Affecting Fault" any fault originating on the Metrotech Network which causes a material interruption in the Customer's actual use of the Internet Services, which is not attributable solely to Latency,

"Tail Circuit" the electronic communications network supplied by a third party circuit provider to the Customer;

"Target Time to Repair" the target length of time to restore Internet Services which is measured from the end of the Notification Period registered by Metrotech's Support Desk as set out in paragraph 1 above.

SCHEDULE 2

Miscellaneous Charges

Service	Description	Charge (excluding VAT)
RAMS		
LOS or Installation Survey.	Carried out in connection with a re-location by the Customer.	£395.00 - £595.00 (subject to survey)
Relocation Installation.	Carried out in connection with a re-location by the Customer.	£595.00
Re-connection of service.	Following the suspension of the supply/performance of the Internet Services as a result of the Customer's breach.	£75.00
Reappointment due to failed attendance by Customer.	Where the Customer fails to attend a pre-arranged site visit and has failed to notify Metrotech by 2.00pm the previous day. Assumes 1 hour on site for 2 engineers.	£595.00
Cancelled appointment.	Where the Customer cancels an appointment less than 72 hours before an agreed date and time for Metrotech to attend the Customer's premises.	£195.00
Abandoned Call Out due to Customer not arranging access or access is prevented.	Where the Customer has failed to arrange access for Metrotech and Metrotech is unable to gain access to the Customer's premises or the building in which the Customer's premises form part.	£85.00 per engineer team per hour + travel costs
Engineer call out and no-fault found with Metrotech supplied and managed Customer's Premises Equipment.	Where the Customer reports a Fault under the Service Level Agreement and the Equipment is found not to be faulty.	£595.00
The preparation of a risk assessment and method statement.	Where the contract is terminated or the service cancelled because the Customer has prevented the Company delivering the service, or the Customer is unable to meet the conditions set out in the SOF or this contract.	£195.00
Replacement of equipment.	Where necessary as a result of damage caused by the Customer.	£250.00
Additional sundries.	Where a non-planned cable run exceeds "5" metres.	£50.00 per metre
Missed payment fee.	The Customer fails to pay an amount due under this Agreement.	£75.00 per missed payment
Paper billing.	Where the Customer insists on receiving a paper bill.	£10.00 per invoice
Non-return of equipment.	At the end of the contractual term.	£350.00 minimum £750.00 maximum

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Schedule 3**Metrotech Solution's acceptable use policy – Internet Services****1. Introduction**

1.1. This acceptable use policy (“AUP”) outlines the principles that govern use of the systems, services and equipment provided by Metrotech in connection with the Internet Services.

1.2. “User(s)” or “you” means customers or anyone else who uses or accesses the Internet Services or other services provided under this Agreement.

1.4. We may amend, modify or substitute this AUP at any time. Your continued use of any services provided under this Agreement after any such amendment, modification or substitution constitutes your acceptance of any new AUP. We recommend that you visit our website regularly to check for any updates or amendments to this AUP.

2. METROTECH's enforcement actions – our rights to investigate, suspend, restrict or terminate your services

2.1. We reserve the right to investigate any suspected violation(s) of this AUP. When we become aware of possible violations, we may initiate an investigation, which may include gathering information from the User involved and the complaining party, if any, and examination of material on our servers, networks or any other equipment associated with the services provided under this Agreement.

2.2. We will take action if you abuse our services. The actions we may take, in our sole discretion, at any time include but are not restricted to:

- (a) a discussion on the phone or an informal email asking for your cooperation;
- (b) a formal warning to you
- (c) suspension of the service (with or without notice);
- (d) restriction of your access to all or any part of any service provided under this Agreement (with or without notice); or
- (e) termination of any service under this Agreement (with or without notice).

2.3. Notwithstanding our right to restrict, suspend or terminate the service, if you breach this AUP and/or our terms and conditions we may issue a formal warning to you specifying

the unacceptable conduct and notifying you that repeated breaches may result in all or part of our services being temporarily or permanently withdrawn from you.

2.4. If, after we have issued a formal warning in accordance with paragraph 2.3 above, your conduct continues to breach this AUP, then we will withdraw all or any part of the services from you until such time as we are satisfied that you have implemented appropriate steps to ensure that your use of our systems, services or equipment will comply with this AUP.

2.5. If such a suspension is imposed, then this may be lifted at our discretion upon receipt of a formal written undertaking from you not to commit any future relevant abuse. Until the formal written undertaking is received by us using the contact details we specify to you the services will remain suspended. METROTECH is in no way responsible for any loss during transmission (post, email).

2.6. Prior to terminating services as a general rule, we will attempt to work with Users (but are not obliged to do so) to avoid future violations of the AUP and to ensure that there is no reoccurrence of the incident(s) in question.

3. Use of the services

3.1. You must not use our services in any way that is unlawful or illegal or in any way to the detriment of other Internet users. You also must not allow anybody using your connection to use our services in any way that is unlawful or illegal or in any way to the detriment of other Internet users.

3.2. In addition to and without prejudice to your obligations pursuant to our terms and conditions, you agree to comply with (and ensure that others using the services comply with) all applicable laws, statutes and regulations in connection with the services. As the User of the services, you are liable for all use of the services supplied to you irrespective of use without your knowledge and/or consent.

3.3. You are required to keep your contact details provided to METROTECH up to date. Keeping such records up to date is important as we may need to send notices or other information to you using the contact information you gave us.

3.4. In the event that your use of our services is under investigation by relevant authorities, we reserve the right to suspend the services for the duration of the investigation.

4. Your responsibilities – security

4.1. The security of the services used by you is your responsibility. We are not responsible for the consequences of your failure to employ adequate security measures (e.g. lost or corrupted files, identity theft, fraud).

Device security

4.3. Users are responsible for the security of their own systems and devices that are directly or indirectly connected to our systems.

4.4. If we identify that systems and/or devices on the end of your connection are causing significant impact to our service or are part of a “botnet” (machines hijacked by others to distribute malicious software or other forms of abuse), we reserve the right to suspend or disconnect your services without notice.

4.5. You must take all reasonable precautions to protect yourself and your systems and servers from Viruses and other forms of malicious intrusion. We will not be responsible for any loss or damage howsoever incurred as a result of such intrusion.

Account security

4.6. You must keep your password(s) (if any) confidential and secure. If you think that your password(s) has become known to any unauthorised person or may be used in an unauthorised way you should take steps to change your password immediately. If you believe that any of your devices have been used to breach the terms of this AUP you must inform us immediately.

5. Your responsibilities - METROTECH's systems, services and equipment

5.1. Users must not take any action that may restrict or inhibit any person, partnership, company, firm or organisation (whether a customer of METROTECH or otherwise) in his/her/its lawful use or enjoyment of any of our systems, services or products.

5.2. Specific prohibited acts in relation to METROTECH's systems, services and equipment are:

- 5.2.1. the sale or resale of our services and products;
- 5.2.2. any form of unsolicited or unwanted or deceptive or misleading advertising;
- 5.2.3. furnishing false data including fraudulent use of credit card numbers (and such conduct is grounds for immediate termination and may subject the offender to civil or criminal liability);
- 5.2.4. attempting to circumvent user authentication or security of any host, network, or account (also known as “cracking” or “hacking”). This includes, but is not limited to, accessing data not intended for the User, logging into a server or account the User is not expressly authorised to access, or probing the security of other networks without the express authorisation of the owner of such third party network(s);

5.2.5. effecting security breaches or disruptions of communications. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging onto a server or account that the Customer is not expressly authorised to access. For the purposes of this section “disruption” includes, but is not limited to, port scans, ping floods, packet spoofing, forged routing information, deliberate attempts to overload a service, any otherwise unspecified form of Denial of Service (DoS) attack, or attempts to “crash” a host;

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5.2.6 using any program/script/command, or sending messages of any kind, designed to interfere with or adversely affect a User's enjoyment of our network by any means, locally or by the internet, including violating the privacy of other Users; and

5.2.7 conducting, for malicious purposes, any form of network monitoring or interception of any data that does not belong to you.

6. Your responsibilities - content/material

General

6.1. You are prohibited from storing, distributing, transmitting or causing to be published any "prohibited material" through your use of the services, including for example your use of the services to send emails, post on online forums and use social media. What constitutes "prohibited material" shall be determined by us (acting in our sole discretion). Prohibited material includes (without limitation):

6.1.1. material that is threatening, harassing, invasive of privacy, discriminatory, defamatory, racist, obscene, indecent, offensive, abusive, harmful or malicious;

6.1.2. material that infringes or breaches any third party's intellectual property rights (which shall include, but not be limited to copyright, trade marks, design rights, trade secrets, patents, moral rights, paternity rights and performance rights) - this includes the use, distribution and/or copying of any material without the express consent of the owner;

6.1.3. material that is in violation of any law or regulation that is enforceable in the United Kingdom; and

6.1.6. programs containing Viruses, malware (malicious software), hoaxes or any tools designed to compromise the security of Internet users, websites and/or systems. However, you may pass samples of malware in a safe manner to appropriate agencies for the purpose of combating its spread.

6.1.7. phishing - material that is designed to acquire information such as usernames, passwords, credit card details or other personal information through masquerading as a trusted source.

6.2. For the avoidance of doubt, the storage upon and/or distribution via our systems and/or services by any User of "pirated" software, or any other materials that are not expressly licensed to the User, will constitute a violation of this AUP.

6.3. At our sole discretion (and without prejudice to any of our other rights pursuant to this AUP and this Agreement), we reserve the right to remove any material from any server under our control. In addition to any other action we may take, we reserve the right to notify relevant authorities, regulators and/or other third parties of the use, storage, distribution, transmission, retransmission or publication of prohibited material (and/or any other materials the dealing with or use of which may constitute unlawful conduct by Users).

Schedule 4 – Metrotech Support Desk

Escalation	Contact Details
Level 1:	<p>Metrotech Support Desk: Tel: 0161 974 0860 option 2, ticket@metrotech-solutions.co.uk</p> <p>Change Requests: Please email details to ticket@metrotech-solutions.co.uk</p> <p>Faults and Urgent Changes: Please email details to ticket@metrotech-solutions.co.uk and follow up with a phone call to 0161 974 0860 option2</p> <p>For Out of Hours support please call 03309950030 to be put through to the on-call support team</p>
Level 2:	<p>Metrotech Support Desk Team Leader Tel: 0161 974 0860, option 2</p> <p>Request for escalation</p>
Level 3:	<p>Technical Support Manager</p> <p>Tel: 0161 974 7182, support@metrotech-solutions.co.uk</p>

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